

**LOA #? – JOINT WORKING GROUP (“JWG”) TO DEVELOP TRANSPARENT CRITERIA FOR THE DETERMINATION OF MERIT**

**Commented [A1]:** QUFA intends to table this LOA for the first time on June 24<sup>th</sup>.

The Parties to the Joint Working Group to Review the Compensation Model created by Letter of Agreement #6 of the Queen’s-QUFA Collective Agreement 2022-26 recommended in their Joint Report to the JCAA the formation of a new joint working group that would be tasked with developing the collegially-determined, transparent criteria that would be used in the assessment of merit under the new framework. The JWG created by this LOA is to collegially develop the transparent criteria to be used in the assessment of merit during the first two years of the term of the renewed Collective Agreement with the goal of implementing the new merit framework in the third year.

These terms will govern the operation of the LOA#? Joint Working Group (JWG):

1. The JWG will have four members appointed by the Association and four members appointed by the University (one on each side may be a staff person).
2. The JWG will be jointly chaired and chairing will alternate between the Association and the University.
3. The mandate of the JWG is to solicit and develop the criteria to be used in the assessment of merit under the new framework. These criteria must be:
  - a. Collegially determined by Members of the Association and the University
  - b. Determined at the discipline, faculty and University level. Discipline specific criteria refer to the discipline groups and the Library/Archives as listed in Appendix K.
  - c. Defined in all three areas of responsibility (Teaching, Research, Service and commensurate areas in the Library/Archives).
  - d. Achievable at every career stage.
4. Units, Deans/Faculty Boards, and the University/Senate shall, respectively, collegially develop a list of meritorious criteria during the first year of the term of the Collective Agreement. The list will be comprised of no more than 12 items per area of responsibility (Research, Teaching, Service and commensurate areas in the Library/Archives).
5. The JWG will consolidate the lists into a master list of discipline-specific, faculty-wide and university-wide criteria during the second year of the term of the Collective Agreement. By the end of the second year, the JWG will submit a final report to JCAA stating the master list used in the determination of merit and the processes for updating and confirming merit as per Articles 42.2.3.4 and 42.2.3.6.
6. These criteria are solely for the determination of merit and shall not be considered for CDI, RTP, or any other personnel processes.
7. The JWG shall report its progress, at a minimum, every six months to the JCAA.
8. At the expiration of the term of the 2026-XX Collective Agreement, the parties may jointly agree to incorporate the new or revised merit framework into the subsequent renewal Collective Agreement. Either party may decide to revert back to the status quo ante Collective Agreement 2022-26 with respect to the compensation model at the conclusion of the renewal Collective Agreement 2026-XX.

During the first two years of the renewal Collective Agreement, the current merit system will (1) be paused with all members receiving CDI plus equal merit (e.g., 10.9 points in the current system for “meets expectations”, 7 for “doesn’t meet expectations” for Faculty and CDI plus 2.5 for “meets expectations”, CDI plus 1.0 for “doesn’t meet expectations” in the Library/Archives) or (2) continue as is until the implementation of the new merit framework. Article 42.2.2.6 shall be followed with respect to all Members deemed to be “doesn’t meet expectations.” The provisions for salary increases for promotion shall be implemented upon settlement of the renewed Collective Agreement 2026-XX.

**ARTICLE 28 – ANNUAL PERFORMANCE REVIEW**

**Commented [A2]:** We originally tabled the proposal with respect to Article 28 on May 22<sup>nd</sup>. The University partially responded on June 8<sup>th</sup>. QUFA is planning to counter propose this article on June 24<sup>th</sup>.

**28.1 Annual Review of a Member’s Performance**

**28.1.1** The University shall review annually the performance of Members other than Term Adjuncts:

**Commented [A3]:** The University accepts this proposal.

- (a) to assess all of the Member’s achievements and activities and to identify areas for development in the Member’s teaching, research and service responsibilities, taking into account the Member’s workload, the Workload Standard in the Member’s Unit, and the Member’s career stage;
- (b) to determine the Member’s performance based on the annual assessment; and
- (c) to provide feedback to the Member as part of their continuous professional development.

The University shall provide training for heads on bias in faculty evaluation.

28.1.6 —

**28.2 Annual Report of Members Other Than Term Adjuncts**

**28.2.2** The Member’s Annual Report shall be completed on standardized forms which are proposed by the Faculties/Library and approved by the Parties and may include additional material provided by the Member. The form shall direct Members that they may, in any section of the form, include activities that advance I-EDIAA and that such information will be considered in the evaluation. The form shall include:

- (a) teaching responsibilities, including courses taught and supervision of graduate and undergraduate theses/projects, and contributions in pedagogical development, innovation;
- (b) research, scholarly and/or creative outputs with full citation;

- (c) conference papers and/or artistic performances or exhibits presented;
- (d) research, scholarly and/or creative work in progress, including active collaborations and/or partnerships;
- (e) research grants and contracts currently held, awarded or applied for, name of granting body, research title, amounts and term awarded;
- (f) awards and honours received;
- (g) administrative service responsibilities; as per Article 15.5.1;
- (h) professional service responsibilities as per Article 15.5.2;
- (i) description of external activities, including the content described in Article 18.2.9 (c); and
- (j) professional practice (librarians/archivists).
- (k) self-nomination for merit, indicating for which responsibilities (teaching, research, and/or service; or professional accomplishment, scholarly and/or professional development, and service) the Member will be considered

Continuing Adjunct faculty Members are entitled to report activities in any areas included on the standardized forms whether or not these activities are part of the duties for which they are appointed. However, while a Unit Head may comment on activities that do not form part of a Continuing Adjunct's assigned duties, such activities shall not be formally assessed for the purpose of determining the Members Career Development Increment.

~~28.2.5 Refusal to use artificial intelligence (AI) or other new technologies adopted by the University shall not have a negative impact on annual performance reviews.~~

**28.3 Review Process for Members Other than Term Adjuncts**

28.3.1 The Unit Head (or designate) shall review the Member's Annual Report and any other documents in the Member's Official File per Article 28.1.5(b) that are relevant to a review of the Member's performance in teaching, research and service (professional accomplishment, scholarly and/or professional development, for Faculty Members

**Commented [A4]:** The University will respond to this with our merit proposal.

**Commented [A5]:** The University will respond to this with our merit proposal.

**Commented [A6]:** The University does not accept this proposal.

**Commented [A6R2]:** QUFA reasserts

and professional practice, research and service for Librarians/Archivists service for librarians/archivists) in the Academic Year(s) under review and shall prepare an assessment and evaluation of the Member's Annual performance.

**Commented [A7]:** The University submits a counter proposal.

28.3.2 In conducting the review, the Unit Head shall refer to Article 29.1 for guidelines on the assessment and evaluation of teaching, and shall consider any relevant factor, including but not limited to

- (a) the Member's assigned workload and the Workload Standard in the Unit. However, Members shall not be penalized if their assigned workload prevents them from meeting some aspect of the Unit's Workload Standard;
- (b) the appropriateness of the facilities and support available for the Member's teaching, research and service;
- (c) any issues related to Article 9.1; and
- (d) the diverse backgrounds of Members and the types of scholarship appropriate to their research.

The analysis of evidence for performance reviews shall not be automated.

**Commented [A9]:** The University does not accept this proposal.

**Commented [A9R2]:** QUFA withdraws if 23.1.11 is accepted.

28.3.3 The review shall assess the Member's performance in the Academic Year(s) under review as either "performance meets expectations" or "performance does not meet expectations" in each of the areas (teaching, research, service for Faculty Members and professional practice, research and service for Librarians/Archivists; or professional accomplishment, scholarly and/or professional development, and service) according to their Unit's Workload Standard and consistent with their appointment.

**Commented [A10]:** The University submits a counter proposal.

**Commented [A10R2]:** QUFA accepts.

28.3.4 The Unit Head may consult with the HREO and the Centre for Teaching and Learning to obtain assistance in the review of a Member's performance.

28.3.5 A copy of the review shall be provided to the Member prior to performance decisions. Each Member shall have an opportunity to meet with their Unit Head (or designate) before and/or after the review is completed to discuss the Member's performance. A

Member who receives an evaluation of “performance does not meet expectations” shall receive written feedback that sets out the basis upon which the performance decision was made. has been judged to be deficient in the year in question.

**Commented [A11]:** The University submits a counter proposal.

**Commented [A11R2]:** QUFA accepts.

28.3.6 The review shall be signed by both the Unit Head (or designate) and the Member. Members may add written comments to the reviews prior to signing the document. Signing of the review by a Member does not constitute agreement with the assessment.

28.3.7 A copy of the signed review shall be

(a) given to the Member;

(b) placed in the Member’s Official File; and

(c) forwarded to the Dean/University Librarian for use together with the materials specified in Article 28.1.5 for the assignment of the career development increment (CDI). annual merit.

**Commented [A12]:** The University does not accept this proposal.

**Commented [A12R2]:** QUFA reasserts CDI. Can the University remotivate?

28.3.8 For members who receive “performance does not meet expectations” in their review, it is the Unit Heads (in departmentalized Faculties) or Deans (in non-departmentalized Faculties) responsibility to equip, support and mentor the Member so they will be able to meet expectations the following Academic Year. The Member will meet with the Head/Dean (or designate) to discuss and develop an improvement plan. The Member will be required to meet a minimum of 2 (two) times in the following Academic Year to review progress and receive feedback.

**Commented [A13]:** The University does not accept this proposal.

**Commented [A13R2]:** QUFA reasserts.

28.5.4 In conducting the review, the Unit Head shall refer to Article 29.1 for guidelines on the assessment and evaluation of teaching. The appropriate criteria for assessing a Member’s performance shall be based on the Member’s assigned duties. The analysis of evidence for performance reviews shall not be automated.

**Commented [A14]:** The University does not accept this proposal.

**Commented [A14R2]:** QUFA agrees to withdraw if Article 23.1.11 is accepted.

28.5.4 The Unit Head shall prepare a written assessment of the Member’s performance of assigned duties and shall provide the Member with a copy by December 15. Each Member shall have an opportunity to meet with the Unit Head to discuss the assessment, if requested by the Member.

**Commented [A15]:** QUFA accepts this, provided that the Parties reach agreement on the merit timelines.

**Commented [A16]:** QUFA tabled the proposal with Article 42 on May 22<sup>nd</sup>. As of June 16, QUFA is awaiting the University's response.

## 42.1 Compensation: Faculty (except Term Adjuncts)

### 42.1.1 Career Development

42.1.1.1 Any Member receiving an assessment of “performance meets expectations” in all areas of their appointment as per Article 28.3.3 will receive a career development increment increase to base salary. For Continuing Adjunct faculty Members, the dollar value of the career development increment shall be determined by their agreed Full Time Equivalency (FTE).

42.1.1.2 On July 1, 2026, the career development increment will be \$XXXX. Thus career development increments are as follows:

- (a) 2026-2027 \$XXXX
- (b) 2027-2028 \$XXXX
- (c) 2028-2029 \$XXXX

**Commented [A17]:** Given the expectations of cost neutrality for the implementation of LOA#6 recommendations, this should be the modal CDI from 25-26 (\$3790) + the negotiated ATB increase for 26-27.

42.1.1.3 Any Member receiving an assessment of “performance does not meet expectations” in any area of their appointment as per Article 28.3.3 will receive a career development increase to base salary of half the value in A Member receiving an assessment of “performance does not meet expectations” shall receive written reasons from the Dean that set out the basis upon which the performance has been judged to be deficient for the year(s) in question. In the event that an assessment of “does not meet expectations” is grieved, and the grievance is arbitrated, the onus shall be upon the University to show that its assessment is justified.

42.1.1.4 A Member promoted from the rank of Assistant Professor to Associate Professor shall receive a salary increase equal to X% effective the date of promotion.

42.1.1.5 A Member promoted from the rank of Associate Professor to Professor shall receive a salary increase equal to X% effective the date of promotion.

## 42.1.2 Meritorious Performance Awards

42.1.2.1 Meritorious performance, defined by transparent criteria reflective of disciplinary differences, in any of the three of Academic Responsibility (teaching, research, service) can be rewarded in one of two ways:

(a) \$XXXX increase to base salary

(b) \$XXXX one-time cash payment

42.1.2.2 The award listed in Article 42.2.3.1(a) shall be for meritorious performance in the year under review for which members are eligible annually.

42.1.2.3 The award listed in Article 42.2.3.1(b) shall be for sustained excellence at Queen's University for which members may be eligible to receive once in a five-year period.

42.1.2.4 The transparent criteria used in the determination of meritorious performance shall be collegially determined by a central committee comprised of equal representation by Members (appointed by the Association) and by members appointed by the University. This joint standing committee shall review the transparent criteria for meritorious awards annually to ensure that the criteria remain relevant and incorporate disciplinary developments.

Commented [A18]: Potentially reporting to the JCAA

42.1.2.5 Separate criteria will apply for each area of responsibility (research, teaching, service) and should be achievable at every career stage. Nominations may be based on any area of responsibility, even if an area is not included in the Member's employment letter as assigned duties.

42.1.2.6 Nominations for meritorious performance awards can be by self, peer, Unit Head, or Dean and are submitted to the applicable Dean no later than December 15 annually. The Dean (or delegate) will refer approved nominations by February 1 to a central University Merit Awards Committee, under the direction of the Provost, that recommends successful candidates by February 15 to the Provost for final approval. The University Merit Awards Committee shall be comprised of equal representation by Members appointed by the Association and by members

appointed by the University. The recommendations of the Committee shall be based upon confirmation that nominated Members have met the transparent criteria used to determine meritorious performance.

42.1.2.7 Refusal to use artificial intelligence (AI) or other new technologies adopted by the University shall not have a negative impact on awarding meritorious performance.

42.1.2.8 By March 1, the Provost will provide a report outlining the successful recipients of the meritorious performance awards to QUFA.

**Commented [A19]:** Date may need to change if committee date changes

### 42.1.3 Indexing

42.1.3.1 The Assistant Professor Floor, the value of the standard career development adjustments and meritorious performance awards shall be indexed to the ATB increases in each of the X years.

42.2 We need language about what to do in the interim and possible reversion to the 2022-2026 CA framework if either Party objects to how it works.

### 42.2.1.1 Principal's Retention Fund

42.2.1.1.1 A Principal's Retention Fund in the amount of twenty thousand (20,000) dollars may be distributed in each year of the Agreement by the Provost and Vice-Principal (Academic) on the recommendation of the Deans or University Librarian.

42.2.1.1.2 The Principal's Retention Fund is intended to address retention and market related cases.

42.2.1.1.3 Distribution of the Principal's Retention Fund shall be governed by the following factors:

- (a) Academic or performance record of the individual. No retention and market related award shall be made to any faculty Member or to any librarian or archivist Member whose "performance does not meet expectations" for career development increment ;

(b) Difficulty of replacing the Member’s contribution to research and/or program delivery;

(c) Strategic importance of the Member and the Member’s area of expertise to the Unit or Faculty;

(d) Competing demands for retention adjustments;

(e) Availability of funds.

42.2.1.1.4 The distribution under the Principal’s Retention Fund may be made at any time during the year and reports shall be made every quarter (on July 31, October 31, January 31 and April 30) to the JCAA listing recipients of the awards, the amount of the award, and the basis of the award.

#### 42.3 Compensation: Librarians and Archivists

42.5.1.1 All across-the-board increases provided in Article 42.1.1 shall be applicable to librarian and archivist Members.

#### 42.5.2 Salary Floors

42.5.2.1 The salary floors for librarian/archivist Members shall be adjusted effective July 1, 2026 and shall be:

(a) General Librarian/General Archivist Floor

(i) 2026-2027      \$XX,XXX

(ii) 2027-2028      \$XX,XXX

(iii) 2028-2029      \$XX,XXX

### 42.5.3 Career Development for Librarians/Archivists

42.5.3.1 Any Member receiving an assessment of “performance meets expectations” in all areas of their appointment as per Article 28.3.3 will receive a career development increment increase to base salary.

42.5.3.2 A Career Development increment shall be added to the salary of Members as follows:

- (a) 2026-27     \$X,XXX
- (b) 2027-28     \$X,XXX
- (c) 2028-29     \$X,XXX

**Commented [A20]:** If we are moving to flat CDI increases for librarians then this could be \$3,052 + ATB. \$3,052 comes from taking the median increase from the previous CDI system (2.65% multiplied by the general archivist floor) and added the dollar value for receiving a 2 in the library merit system.

42.5.3.3 Any Member receiving an assessment of “performance does not meet expectations” in any area of their appointment as per Article 28.3.3 will receive a career development increase to base salary of half the value in article 42.5.3.2. A Member receiving an assessment of “performance does not meet expectations” shall receive written reasons from the University Librarian, setting out the basis upon which the performance has been judged to be deficient for the year in question. In the event that an assessment of “performance does not meet expectations” is grieved, and the grievance is arbitrated, the onus shall be upon the University to show that its assessment is justified.

42.5.3.4

42.5.3.5 A Member promoted from the rank of Assistant Librarian/Archivist to Associate Librarian/Archivist shall receive a salary increase equal to X% effective the date of promotion.

42.5.3.6 A Member promoted from the rank of Associate Librarian/Archivist to Librarian/Archivist shall receive a salary increase equal to X% effective the date of promotion.

**42.5.4 Meritorious Performance Awards for Librarians/Archivists**

42.5.4.1 Meritorious performance, defined by transparent criteria reflective of disciplinary differences, in any of the main areas of responsibility (professional accomplishment, scholarly and/or professional development, and service) can be rewarded in one of two ways:

(a) \$XXXX increase to base salary

(b) \$XXXX one-time cash payment

42.5.4.2 The award listed in Article 42.5.4.1(a) shall be for meritorious performance in the year under review for which Members are eligible annually.

42.5.4.3 The award listed in Article 42.5.4.1(b) shall be for sustained excellence at Queen's University for which Members may be eligible to receive once in a five-year period.

42.5.4.4 The transparent criteria used in the determination of meritorious performance shall be collegially determined by the central committee defined in Article 42.2.3.4. This joint standing committee shall review the transparent criteria for meritorious awards annually to ensure that the criteria remain relevant and incorporate disciplinary developments.

42.5.4.5 Separate criteria will apply for each area of responsibility (professional accomplishment, scholarly and/or professional development, and service) and should be achievable at every career stage.

42.5.4.6 Nominations for meritorious performance awards can be by self, peer, University Librarian, or University Archivist and are submitted to the University Librarian no later than December 15 annually. The University Librarian, in consultation with the University Archivist, will refer approved nominations by February 1 to a central University Merit Awards Committee defined in Article 42.2.3.6, under the direction of the Provost, that recommends successful candidates by February 15 to the Provost for final approval.

42.5.4.7 Refusal to use artificial intelligence (AI) or other new technologies adopted by the University shall not have a negative impact on awarding meritorious performance.

42.5.4.8 By March 1, the Provost will provide a report outlining the successful recipients of the meritorious performance awards to QUFA.

#### 42.5.5 Indexing

42.5.5.1 The floors outlined in Article 42.5.2 shall be adjusted to incorporate ATB increases as they occur.

42.5.5.2 The career development increments outlined in Article 42.5.3 and the meritorious performance awards outlined in Article 42.5.4 shall be adjusted to incorporate ATB increases as they occur..

#### 42.5.6 Access by Librarians/Archivists to the Principal's Retention Fund

42.5.6.1 Librarians and archivist Members shall have access to the Principal's Retention Fund in accordance with Article 42.2.5.3.



